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14 and TROY FALES

15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
17 SAN FRANCISCO DIVISION  
18

19 TWITTER, INC., a Delaware corporation,

20 Plaintiff,

21 v.

22 SKOOTLE CORP., a Tennessee corporation;  
JAMES KESTER, an individual; and TROY  
23 FALES, an individual,

24 Defendants.  
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Case No. 3:12-cv-1721 JST

**[PROPOSED] STIPULATED TERMS OF  
SETTLEMENT AND CONSENT ORDER**

Judge: Hon. Jon S. Tigar

**[PROPOSED] STIPULATED TERMS OF SETTLEMENT AND CONSENT  
ORDER**  
Case No. 3:12-cv-1721-JST

1 As a result of settlement of this action by virtue of a confidential settlement agreement  
2 between the parties, and as a result of the parties' agreement regarding the terms of this consent  
3 judgment, judgment is hereby entered in this action, and it is hereby ORDERED, ADJUDGED,  
4 and DECREED that:

5 1) Plaintiff Twitter, Inc. filed this lawsuit against Defendants Skootle Corporation  
6 and James Kester in April 2012, and added Defendant Troy Fales in its First Amended  
7 Complaint.

8 2) This Court has jurisdiction over the parties to this action and over the subject  
9 matter of the complaint.

10 3) The Parties have agreed to resolve this dispute through a confidential settlement  
11 agreement, entered into by all Parties on advice of counsel of their own choice, have consented  
12 to this [Proposed] Stipulated Terms of Settlement and Consent Order, and hereby stipulate as  
13 follows:

14 a) Defendants Skootle Corporation, James Kester, and Troy Fales, their  
15 agents, employees, and other persons who are in active concert or participation with anyone  
16 described in this subsection, are permanently enjoined from directly or indirectly:

17 i) Creating or soliciting the creation of Twitter accounts for  
18 purposes that violate Twitter's Terms of Service (this term, or "TOS", includes Twitter's Terms  
19 of Service, the Twitter Rules, API Terms/Developer Rules of the Road, Automation Rules and  
20 Best Practices, Following Rules and Best Practices, and other user and developer terms);

21 ii) Accessing, searching, or attempting to access or search Twitter's  
22 website, computer systems, and services in order to engage in specific acts that violate  
23 Twitter's Terms of Service;

24 iii) Creating, developing, manufacturing, adapting, modifying,  
25 making available, trafficking in, using, disclosing, selling, licensing, distributing (with or  
26 without monetary charge), updating, providing customer support for, or offering for use, sale,  
27 license, or distribution (with or without monetary charge), any software or technology designed

1 for use in connection with Twitter's service, the use of which would violate Twitter's Terms of  
2 Service, including but not limited to TweetAdder version 3.0 and all prior versions of the  
3 TweetAdder software;

4 iv) Transmitting, assisting with the transmission of, or procuring or  
5 inducing the transmission of unsolicited commercial messages to users on Twitter's service,  
6 including but not limited to Tweets, @replies, and direct messages, to Twitter users;

7 v) Engaging in false representations or false advertising that would  
8 misleadingly suggest to a reasonable consumer that a software or other technology conforms to  
9 Twitter's Terms of Service and/or will not result in a Twitter user's account being suspended;  
10 and

11 vi) Engaging in any activity that violates, or induces others to  
12 violate, Twitter's Terms of Service and/or Privacy Policy.

13 4) Accordingly, Plaintiff's claims against Defendants shall be, and hereby are,  
14 DISMISSED WITH PREJUDICE.

15 5) This Court shall retain jurisdiction over this case for purposes of enforcing this  
16 Order and the confidential settlement agreement between the parties.

17 6) Each party shall bear its own costs and attorneys' fees.

18 7) The Parties have agreed to execute this Order on February 28, 2013, and have  
19 agreed that it shall be deemed effective as of May 28, 2013. The Parties have agreed that  
20 Plaintiff shall file this Order with the Court on or by May 28, 2013.

1 Dated: February 28, 2013

WILSON SONSINI GOODRICH & ROSATI P.C.

2 By: Charles T. Graves

3 Charles T. Graves  
4 tgraves@wsgr.com

5 Attorneys for Plaintiff  
6 TWITTER, INC.

7 Dated: February 28, 2013

COLT / WALLERSTEIN LLP

8 By: [Signature]

9 Attorneys for Defendants  
10 SKOOTLE CORP., JAMES KESTER, and TROY  
11 FALES

12  
13 IT IS SO ORDERED.

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15 DATED: \_\_\_\_\_

16 \_\_\_\_\_  
17 Honorable Jon S. Tigar  
18 United States District Judge  
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